

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GETTY IMAGES, INC., a Delaware
Corporation,

vs.

ROXANNE MOTAMEDI, an individual,

Defendant.

Case No. 2:16-cv-01892-RAJ

**JOINT STIPULATED MOTION TO
ENTER INJUNCTION,
CONDITIONALLY DISMISS
LAWSUIT, AND RETAIN
JURISDICTION**

Plaintiff Getty Images, Inc. (“Getty Images”) and Defendant Roxanne Motamedi (“Motamedi”) (“the Parties”) have reached a conditional confidential settlement to resolve the pending dispute, pursuant to which they respectfully request that the Court enter a permanent injunction restricting Motamedi from:

- Making use of Getty Images’s trade secrets in a manner inconsistent with the laws of the State of Washington, as articulated in *Nowogroski Ins., Inc. v. Rucker*, 971 P.2d 936 (1999);
- Soliciting any employee of Getty Images who is an employee of Getty Images at the time of such solicitation, including but not limited to persons employed by Getty Images in the role of staff photographers, for a period of three years from the Effective Date of the Parties’ confidential settlement agreement;
- Soliciting or working with additional persons or entities specifically enumerated in Exhibit A to the Parties’ confidential settlement agreement, for a period of three years from the Effective Date of the confidential settlement agreement; or

• Seeking employment, or personally entering into any engagement, working with, or providing any direct or indirect services to SilverHub Media, LLC (and its subsidiaries, affiliates, and successors, collectively “SilverHub”) for a period of 18 months from the Effective Date of the confidential settlement agreement; provided, that Motamedi may obtain employment with Shutterstock so long as her duties do not involve providing direct or indirect services to SilverHub.

The Parties further request that the Court order the conditional dismissal of this matter, without fees or costs to either Party, and finally, that the Court retain jurisdiction over the Parties for a period of three years from the Effective Date of the confidential settlement agreement to enforce the terms of the permanent injunction and to preside over the resumption of this matter in the event of a material breach of the confidential settlement agreement. Pursuant to this stipulation, the Parties hereby withdraw all pending motions without prejudice.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 11, 2017

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____

The Honorable Richard A. Jones

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document was filed electronically with the court and thus served simultaneously upon all counsel of record, this 11th day of December, 2017.

/s/ Nani Vo
Nani Vo